

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applied Systems, Inc.		12/08/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3186102	ALERTS!	
Registration Number:	2749515	APPLIED CONNEXION	
Registration Number:	2377187	APPLIED SYSTEMS	
Registration Number:	3176431	APPLIED SYSTEMS	
Registration Number:	3408717	APPLIED SYSTEMS THE POWER TO MAKE YOU MORE PROFITABLE.	
Registration Number:	2824880	FAX@VANTAGE	
Registration Number:	2621083	INSCOPE	
Registration Number:	3237456	OUR SOFTWARE IS JUST THE BEGINNING.	
Registration Number:	3236986	TAM	
Registration Number:	3237457	TAMONLINE	
Registration Number:	1347333	THE AGENCY MANAGER	
Registration Number:	3237455	THE POWER TO MAKE YOU MORE PROFITABLE.	
Registration Number:	3038629	VISION	
Registration Number:	3256002	VISIONONLINE	

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Registration Number:	3785763	APPLIED SYSTEMS
Registration Number:	3785764	APPLIED SYSTEMS ADVANCING THE BUSINESS OF INSURANCE
Serial Number:	77566562	APPLIED SYSTEMS EPIC
Serial Number:	77566568	EPIC
Serial Number:	77566570	EPICONLINE

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-3000

Email: kellie.weilbrenner@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: John Deming, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/1994
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	12/29/2010

Total Attachments: 7

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of December 8, 2010, made by Applied Systems, Inc., a Delaware corporation, located at 200 Applied Parkway, University Park, Illinois 60484 (the "**Grantor**"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, located at Eleven Madison Avenue, New York, NY 10010, as Collateral Agent (the "**Grantee**") as defined in the Second Lien Credit Agreement, dated as of December 8, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among BC ASI Capital II, Inc., a Delaware corporation, Applied Systems, Inc., a Delaware corporation, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and as Collateral Agent, the several banks and other financial institutions or entities from time to time party thereto as lenders (collectively, the "**Lenders**"), and JPMorgan Chase Bank, N.A., as Syndication Agent.

WITNESSETH:

WHEREAS, the Grantor and Grantee are parties to a Second Lien Security Agreement, dated as of December 8, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Capitalized terms used in this Trademark Security Agreement and not defined herein have the meanings specified in the Security Agreement, or, if not defined therein, then in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, the Grantor hereby assigns and pledges to the Grantee, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Grantee, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**");

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, slogans, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, whether registered or unregistered, now existing or hereafter adopted, acquired or assigned to, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the U.S. Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto, together with (ii) any and all (A) rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks, (B) reissues, continuations, extensions and renewals thereof and amendments thereto, (C) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including

damages, claims and payments for past, present or future infringements thereof, (D) rights corresponding thereto throughout the world and (E) rights to sue for past, present and future infringements thereof; and

(b) all Proceeds of any and all of the foregoing;

provided that notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in (A) any intent-to-use Trademark applications until an amendment to allege use or statement of use with respect thereto is accepted in the U.S. Patent and Trademark Office, to the extent that the grant of a security interest therein prior to that time would adversely affect the validity or enforceability of such application or the related registration or (B) any Trademark Collateral if (but only to the extent that) the grant of a security interest therein would (x) constitute a violation of a valid and enforceable restriction in respect of, or result in the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor in, such Trademark Collateral, in favor of a third party or under any law, regulation, permit, order, judgment or decree of any Governmental Authority, unless and until all required consents shall have been obtained (for the avoidance of doubt, the restrictions described herein are not negative pledges or similar undertakings in favor of a lender or other financial counterparty) or (y) result in a breach, termination or default under any contract, lease, instrument, franchise, permit, license or other document relating to any such Trademark Collateral, or give any other party the right to terminate its obligations or such Grantor's rights under such contract, lease, instrument, franchise, permit, license or other document (whether expressly in such document or otherwise under applicable Law), *provided, however*, that the limitation set forth in clause (b) above shall not affect, limit, restrict or impair the grant by a Grantor of a security interest pursuant to this Agreement in any such Trademark Collateral to the extent that an otherwise applicable prohibition or restriction on such grant is rendered ineffective by any applicable Law, including the New York UCC.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Security Agreement, and the Grantee and the Grantor hereby acknowledge and affirm that the rights and remedies of the Grantee with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or electronic PDF of an executed counterpart of an original executed counterpart of this Trademark Security Agreement shall be as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and Security Interest granted to the Grantee pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Grantee hereunder are subject to the provisions of the Intercreditor Agreement, dated as of December 8, 2010 (as amended, restated, amended and restated, sup-

plemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Credit Suisse AG, Cayman Islands Branch, as First Lien Agent, and Credit Suisse AG, Cayman Islands Branch, as Second Lien Agent, BC ASI Capital II, Inc., the Grantee and certain of its subsidiaries. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Applied Systems, Inc.,
as Grantor

By: Colleen Mikuce
Name: Colleen Mikuce
Title: Chief Financial Officer

Trademark Security Agreement (Second Lien)

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Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Grantee

By: 

Name: JUDITH E. SMITH
Title: MANAGING DIRECTOR

By: 

Name: Christopher Reo Day
Title: Associate

Trademark Security Agreement (Second Lien)

TRADEMARK
REEL: 004442 FRAME: 0269

SCHEDULE I

to

SECOND LIEN TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations

Owner	Country	Mark	Serial No. File Date	Reg. No. Reg. Date	Status
Applied Systems, Inc.	U.S.	Alerts!	78/678,549 07/26/05	3,186,102 12/19/06	Registered
Applied Systems, Inc.	U.S.	Applied ConneXion	76/367,696 02/06/02	2,749,515 08/12/03	Registered
Applied Systems, Inc.	U.S.	Applied Systems	75/697,428 06/03/99	2,377,187 08/15/00	Registered
Applied Systems, Inc.	U.S.	Applied Systems Logo (Red, White, Blue)	78/678,396 07/26/05	3,176,431 11/28/06	Registered
Applied Systems, Inc.	U.S.	Applied Systems Logo (Red, White, Blue) + The power to make you more profitable.	77/245,123 08/02/07	3,408,717 04/08/08	Registered
Applied Systems, Inc.	U.S.	fax@vantage	76/524,730 06/12/03	2,824,880 03/23/04	Registered
Applied Systems, Inc.	U.S.	InScope	76/331,739 10/26/01	2,621,083 09/17/02	Registered
Applied Systems, Inc.	U.S.	Our software is just the beginning.	78/949,128 08/10/06	3,237,456 05/01/07	Registered
Applied Systems, Inc.	U.S.	TAM	78/914,025 06/22/06	3,236,986 05/01/07	Registered
Applied Systems, Inc.	U.S.	TAMOnline	78/949,242 08/10/06	3,237,457 05/01/07	Registered
Applied Systems, Inc.	U.S.	The Agency Manager	73/463,610 02/01/84	1,347,333 07/09/85	Registered
Applied Systems, Inc.	U.S.	The power to make you more profitable.	78/949,118 08/10/06	3,237,455 05/01/07	Registered
Applied Systems, Inc.	U.S.	Vision	75/776,216 08/13/99	3,038,629 01/10/06	Registered
Applied Systems, Inc.	U.S.	VisionOnline	78/949,259 08/10/06	3,256,002 06/26/07	Registered
Applied Systems, Inc.	U.S.	✱ APPLIED SYSTEMS	77/648,563 01/13/09	3,785,763 05/04/10	Registered
Applied Systems, Inc.	U.S.	✱ APPLIED SYSTEMS advancing the business of insurance	77/648,580 01/13/09	3,785,764 05/04/10	Registered

U.S. Trademark Applications

Owner	Country	Mark	Serial No. File Date	Reg. No. Reg. Date	Status
Applied Systems, Inc.	U.S.	APPLIED SYSTEMS EPIC	77/566,562 09/10/08		Pending
Applied Systems, Inc.	U.S.	EPIC	77/566,568 09/10/08		Pending
Applied Systems, Inc.	U.S.	EpicOnline	77/566,570 09/10/08		Pending